



SITE ACCESS AGREEMENT

This Site Access Agreement ("Agreement") is entered into by and between the U.S. Environmental Protection Agency ("EPA") on the one hand, and Snowbird Ltd., a Utah limited partnership, and related entities (collectively, "Snowbird") on the other hand.

RECITALS

A. Snowbird owns certain real property in American Fork Canyon, Utah County, Utah, on which is located the Pacific Mine Site (also hereinafter referred to as the "Property"). The Pacific Mine Site or Property is more particularly defined in that Administrative Order On Consent for Removal Action by EPA and Trout Unlimited, Inc. ("AOC").

B. As a result of the historical mining operations on or in the vicinity of the Pacific Mine Site, Trout Unlimited, Inc. ("Trout Unlimited") intends to undertake certain cleanup work and activities to address the impacts of those historical mining operations (collectively, "Activities"), which Activities are contemplated and reflected in the AOC, the USFS/TU Memorandum of Understanding, and the Snowbird/TU Memorandum of Understanding (collectively, the "AOC & MOUs").

C. To conduct certain oversight of the Activities, EPA has requested access to the Pacific Mine Site ("Oversight"). Snowbird is willing to provide access for such Oversight, subject to the terms and conditions of this Agreement.

AGREEMENT

The parties agree as follows:

1. **Grant of Access.** Snowbird grants permission to EPA and its representatives, including employees, agents, consultants, and contractors (individually and collectively, the "EPA") to enter the Property at all reasonable times for the sole purpose of conducting the Oversight. All Oversight shall be conducted in accordance with the AOC & MOUs. This grant of access does not extend to any other property owned by Snowbird other than the Pacific Mine Site. This grant of access may be revoked by Snowbird at any time upon notice to EPA but shall in any event terminate on October 31, 2006, unless extended by written agreement of Snowbird and EPA. EPA shall be responsible for and shall remove from the Property all equipment or materials used or generated by it upon completion of the Oversight but not later than October 31, 2006.

2. **Interference.** EPA shall not allow the Oversight on the Property to be performed in a manner that unreasonably interferes with Snowbird's use or enjoyment of the Property. EPA shall not cause or permit the Oversight to be performed in a manner that would cause or exacerbate any contamination on the Property. EPA shall not inhibit Snowbird's access to the Property as a result of the Oversight.

3. **Safety.** As between Snowbird and EPA, EPA shall be solely responsible for the safety of all persons entering the Property on EPA's behalf pursuant to this Agreement and for any conditions such persons create on the Property.

4. **Release.** To the extent permitted by law, EPA shall release Snowbird and its affiliates, subsidiaries, agents, officers, employees, and shareholders from any and all claims, demands, damages, and liabilities related to personal injuries or death occasioned by or arising out of any entry or Oversight on the Property by EPA. The foregoing shall not apply to injuries caused by the willful conduct of Snowbird nor injuries from exposure to existing contamination, as defined under the AOC, where such injuries occur within the scope of employment and may properly be recovered as response costs. This release applies only to entry or Oversight pursuant to the AOC and shall survive termination or expiration of this Agreement.

5. **Data and Reports.** EPA shall provide Snowbird with any of its data, reports, and recommendations relating to the Property and the Oversight.

6. **Insurance.** EPA will cause each of its independent contractors, agents, and others, if any, entering the Property on EPA's behalf to maintain comprehensive general liability insurance covering Snowbird as an additional insured with respect to the Oversight and/or Activities undertaken by such contractors and their agents, employees, and subcontractors pursuant to this Agreement. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury, death, or property damage, and shall include contractor's liability and broad-form property damage coverage. The limit of any insurance required hereunder shall not limit the liability of EPA under this Agreement. Upon request, EPA shall provide Snowbird with insurance certificates or other evidence of the insurance coverage required under this Agreement.

7. **Notice.**

7.1 EPA shall provide Snowbird with at least 24 hours' advance notice (which notice may be by first-class mail, telephone, email, or in person) before entering the Property.

7.2 All other notices under this Agreement must be sent by first-class mail, personal delivery, or facsimile. Notice is effective upon receipt.

7.3 Notices to Snowbird shall be directed to:

Jim Baker
Snowbird Ltd.
Snowbird, UT 84092-9000
Tel.: (801) 631-0663
Fax: (801) 742-2560
Email: jbaker@Snowbird.com

With copy to:

Marty Banks
Stoel Rives
201 South Main, Suite 1100
Salt Lake City, UT 94111
Tel.: (801) 578-6975
Fax: (801) 578-6999
Email: michael.rick@Snowbird.com

Notices to EPA shall be sent to:

Matthew D. Cohn
Senior Enforcement Attorney
Legal enforcement Program (8ENF-L)
U.S. Environmental Protection Agency
999 18th Street, Suite, 300
Denver, CO 80202-2466
Tel.: (303) 312-6853
Fax: (303) 312-6953
Email: cohn.matthew@epa.gov

8. **Severability.** Should any provision of this Agreement at any time conflict with any law, ruling, or regulation and be unenforceable, that provision shall continue in effect only to the extent it remains valid. If any provision of this Agreement becomes thus inoperative, the remaining provisions shall remain fully effective.

9. **Execution in Counterparts:** This Agreement may be executed in counterparts, all of which shall constitute but one and the same contract.

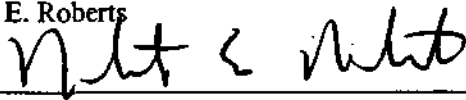
Bob Bonar for
Snowbird, Ltd.

DATE: _____

By: _____
Title: _____

Robert E. Roberts

DATE: _____

By:  _____
Title: Regional Administrator
U.S. Environmental Protection Agency/Region 8

8. **Severability.** Should any provision of this Agreement at any time conflict with any law, ruling, or regulation and be unenforceable, that provision shall continue in effect only to the extent it remains valid. If any provision of this Agreement becomes thus inoperative, the remaining provisions shall remain fully effective.

9. **Execution in Counterparts:** This Agreement may be executed in counterparts, all of which shall constitute but one and the same contract.

Bob Bonar for
Snowbird, Ltd.

DATE: 10/2/05

By: Math Banks
Title: Counsel for Snowbird, Ltd.

Robert E. Roberts

DATE: _____

By: _____
Title: Regional Administrator
U.S. Environmental Protection Agency/Region 8